

IN THE CIRCUIT COURT OF RANDOLPH COUNTY, ALABAMA

CECELIA TINNEY,

Plaintiff,

vs.

LEXINGTON INSURANCE COMPANY,

Defendant.

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NO. CV-06-072

**DEFENDANT, LEXINGTON INSURANCE COMPANY'S  
FIRST REQUESTS FOR ADMISSION TO PLAINTIFF**

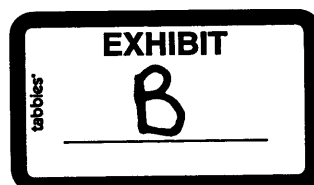
COMES NOW Defendant Lexington Insurance Company ("Lexington"), by and through its undersigned counsel, and hereby requests that Plaintiff, Cecilia Tinney, answer the following First Requests for Admission in writing, and to serve the originals of her answers upon Lexington's counsel within thirty (30) days from the date of service of this discovery request.

1. Admit that you are not seeking to recover from Lexington an amount greater than \$74,000.00 on any and all claims, in the aggregate, as alleged in your Complaint, including interest and the costs of this lawsuit.

**RESPONSE:**

2. Admit that you will not accept, notwithstanding any judgment rendered by a jury or by the Court, an amount any greater than \$75,000.00 on any and all claims, in the aggregate, as alleged in your Complaint, including interest and the costs of this lawsuit.

**RESPONSE:**



3. Admit that if there is a judgment in your favor by a jury or by the Court in an amount greater than \$75,000.00 on any or all claims alleged in your Complaint, including interest and the costs of this lawsuit, you will agree to remit the amount of such judgment so that the final judgment is no greater than \$75,000.00 regardless of the amount of the judgment entered by the jury or Court.

**RESPONSE:**

4. Admit that your total damages do not exceed \$75,000.00.

**RESPONSE:**

5. Admit that the amount in controversy will not exceed \$75,000.00.

**RESPONSE:**

6. Admit that you waive, release and remit your claim to any damages greater than \$75,000.00.

**RESPONSE:**

7. Admit that you agree to be bound by such waiver, release and remitter no matter which court has jurisdiction, and admit that you are to be precluded from demanding damages greater than \$75,000.00.

**RESPONSE:**

8. Admit that you do not seek to recover a combined sum or value exceeding \$75,000.00, exclusive of interest and costs, from Lexington and any other defendants which may be later added by you via an amended complaint(s) filed in this lawsuit.

**RESPONSE:**

9. Admit that you will not execute on or attempt to enforce any judgment or judgments rendered in your favor against Lexington or any other later-added defendant in excess of \$75,000.00, exclusive of interest and costs of this lawsuit.

**RESPONSE:**

10. Admit that you will not seek to amend your Complaint to seek an amount exceeding \$75,000, exclusive of interest and costs of this lawsuit, regardless of any evidence that is currently known or which may be discovered in the process of this litigation.

**RESPONSE:**

11. Admit that neither you nor your attorney will request that the trier of fact return a verdict in your favor and seek an award of damages, whether compensatory or punitive, that exceeds \$75,000, exclusive of interest and costs of this lawsuit, regardless of any evidence that is currently known or which may be discovered in the process of this litigation.

**RESPONSE:**



JAMES W. LAMPKIN, II (LAM012)

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(251) 432-1700 (fax)

CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing on counsel for all parties by depositing a copy of same in the United States mail, properly addressed and first class postage prepaid:

John A. Tinney (TIN005)

PO Box 1430

739 Main Street

Roanoke, AL 36274

Done this 21<sup>st</sup> day of June, 2006.



COUNSEL